

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)	Chapter 11
)	
IYS VENTURES, LLC,)	Case No. 23-06782
)	
Debtor.)	Hon. David D. Cleary
IYS VENTURES, LLC,)	
)	
Plaintiff,)	
)	
v.)	Adv. Proc. No. 23-ap-00194
)	
ITRIA VENTURES LLC, <i>et al.</i> ,)	
)	
Defendants.)	

**JOINT-PRETRIAL STIPULATION OF LAW AND FACTS AS
TO DEFENDANT, THE HUNTINGTON NATIONAL BANK**

Defendant, The Huntington National Bank (“**Huntington**”) on the one hand and, on the other hand, Plaintiff, IYS Ventures, LLC (“**Plaintiff**” or “**IYS**”), Defendants, Fox Capital Group, Inc. (“**Fox**”), EBY-Brown Company, LLC (“**EBY-Brown**”), Itria Ventures, LLC (“**Itria**”), and Byzfunder NY, LLC (“**Byzfunder**”) by and through their undersigned counsel stipulate to the following findings of fact and conclusions of law as to Huntington:

A. Huntington’s Purchase Money Security Interest

1. Huntington, is the assignee of certain equipment finance agreements by Plaintiff that were dated for August 11, 2021 and August 30, 2021 and originated by Patriot Capital Corporation (the “**EFAs**”). The EFAs were secured by a security agreement (the “**Huntington Security Interests**”) in certain gas station pump equipment (“the “**Pumps**”) delivered to and presently located at Plaintiff’s gas stations located in West Lake, Ohio, West Cheser Twp, Ohio,

Schererville, Indiana and Orland Park, Illinois (the “**Locations**”). **Exhibit 1**, “Equipment Finance Agreements;” **Exhibit 2**, “Financing Statements.”

2. Debtor is an Illinois limited liability company, therefore, the Huntington Security Interests are governed by 810 ILCS 5/Article 9 *et seq.* 810 ILCS 5/9-301, 810 ILCS 5/9-307.

3. Huntington recorded its UCC-1 Financing Statements with the Illinois Secretary of State on August 16, 2021 (Financing Statement No. 027571883) and on September 1, 2021 (Financing Statement No. 027634281) (the “Financing Statements”). **Exhibit 2**.

4. The Financing Statements contained an accurate debtor name and an accurate description of the collateral. **Exhibit 2**; 810 ILCS 5/9-503, 810 ILCS 5/9-504 and 810 ILCS 5/9-108.

5. After the Financing Statements were recorded, the Pumps were delivered to the Locations, as a result, the Huntington Security Interests were perfected and are valid. 810 ILCS 5/9-317(e).

6. The Huntington Security Interests were perfected prior to the date of the liens asserted by Fox, EBY-Brown, Itria and Byzfunder.

7. As of the petition date, the Pumps were valued at the amount of at least \$67,497.02 and up to \$90,000 therefore, as of the undersigned date, the Huntington Security Interests are secured at least in the amount of \$67,497.02 and up to \$90,000.00.

B. Huntington’s Prejudgment Attachment Lien

8. Huntington obtained a certain pre-judgement attachment lien pursuant to Order on Motion for Prejudgment Attachment entered on March 16, 2023 in the action styled *The Huntington National Bank vs. IYS Ventures, LLC, et al.*, Case No. 1:23-cv-01368 (the “**Attachment Lien**”).

9. IYS avoided the Attachment Lien subject to certain terms and conditions as set forth in the consent judgment entered in *IYS Ventures, LLC v. The Huntington National Bank*, Case No. 23-168 (NB Ill) [Doc 18] (the “**Consent Judgment**”).

C. Conclusion

10. Based on the foregoing stipulation of law and facts, there remains no further controversy of law or fact in dispute as the priority, validity and extent of Huntington’s liens as between it and Plaintiff, IYS and each of the Defendants, Fox, EBY-Brown, Itria and Byzfunder.

11. Nothing herein shall be considered of a waiver of any the parties’ rights, claims, or defenses with respect to the asserted security interests of Defendants, Fox, EBY-Brown, Itria and Byzfunder.

STIPULATED AND AGREED:

IYS VENTURES, LLC, DEBTOR
AND PLAINTIFF:

/s/ Gregory K. Stern
Gregory K. Stern, Esq.
Gregory K. Stern PC
Dated: April 10, 2024

FOX CAPITAL GROUP, INC.

/s/ Shanna Kaminski
Shanna Kaminski, Esq.
Kaminski Law PLLC
Dated: April 10, 2024

ITRIA VENTURES, LLC

/s/ C. Kevin Kobbe
C. Kevin Kobbe, Esq.
DLA Piper LLP (US)
Dated: April 10, 2024

Byzfunder NY, LLC

/s/ Shanna Kaminski
Shanna Kaminski, Esq.
Kaminski Law PLLC
Dated: April 10, 2024

EBY-BROWN COMPANY, LLC

/s/ William Kane
William Kane, Esq.
Sheppard, Mullin, Richter & Hampton LLP
Dated: April 10, 2024

THE HUNTINGTON NATIONAL BANK

/s/ Kimberly Ross Clayson
Kimberly Ross Clayson, Esq.
Taft Stettinius & Hollister, LLP
Dated: April 10, 2024

EXHIBIT 1
EQUIPMENT FINANCE AGREEMENTS

**EQUIPMENT FINANCE AGREEMENT (this or the "EFA")**

EFA No.: [REDACTED] Date: 8/2/2021

Creditor ("we," "us" and "our"): PATRIOT CAPITAL CORPORATION 3565 PIEDMONT ROAD NE BUILDING 1, SUITE 430 ATLANTA, GA 30305	Debtor ("you" or "your"): IYS VENTURES, LLC 15416 S 70TH CT ORLAND PARK, IL 60462		
Equipment Supplier: See attached Schedule A Equipment Location: See attached Schedule A	Financed Equipment Description ("Equipment"): See Schedule A attached hereto and incorporated herein by this reference.		
Advanced Payment (if any): \$21,429.12 Security Deposit (if any): \$0 AMOUNT FINANCED: \$351,057.76	<table border="1"> <tr> <td data-bbox="706 426 1218 548"> Monthly Installment Payment (each a "Payment" or collectively the "Payments"): \$10,714.56 </td><td data-bbox="1218 426 1529 548"> Term: 36 (Months) </td></tr> </table>	Monthly Installment Payment (each a "Payment" or collectively the "Payments"): \$10,714.56	Term: 36 (Months)
Monthly Installment Payment (each a "Payment" or collectively the "Payments"): \$10,714.56	Term: 36 (Months)		

AGREEMENT. Creditor agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Equipment. You authorize us to pay the supplier(s) for the Equipment. This EFA shall not be effective and credit will not be extended or advanced to the Debtor or supplier(s) until: (1) this EFA is executed by the Debtor; (2) all guaranty agreements are executed by the guarantors; and (3) the original EFA and original guaranty agreements are received by Creditor and accepted in writing by an authorized representative of Creditor at its place of business. You authorize us to commence this EFA. You authorize us to insert or correct information in this EFA, including your proper legal name, address, serial numbers and any other information describing the Equipment. You acknowledge that the payment obligations hereunder have commenced notwithstanding that the Equipment may not be delivered, installed or accepted by you. Amounts received by us under this EFA shall be applied as we determine. Debtor promises to pay Creditor the Payments set forth above. Prior to or upon execution of this EFA, you will deliver to us the Advance Payment as set forth above, which you agree is non-refundable. Payments may be adjusted upward or downward no more than fifteen percent (15%) to reflect actual cost. The first Payment is due at the commencement of Creditor's applicable billing cycle as specified by the Creditor; each subsequent Payment is due on the same date of each preceding month until all Payments have been received by Creditor. Each date a Payment is due is a "Due Date." Along with the Payment due on the first Due Date, you also agree to pay to us interim payments in the amount equal to 1/30th of the monthly Payment multiplied by the number of days lapsing between the date on which the payment is made to supplier (either partial or full) and the agreed upon first Due Date (the "Interim Payment"). The Interim Payment shall be due upon execution of this EFA. Any amount not paid when due is subject to a late charge of fifteen percent (15%) of the delinquent amount or if less, the maximum charge allowed by law. You acknowledge and agree that you shall bear sole responsibility for and shall have no claim against and Lender shall have no liability in the event the Equipment is: (a) not delivered; (b) damaged during transit (c) not properly installed or functioning upon installation; (d) defective or otherwise fails to perform in accordance with Supplier's specifications; or (e) otherwise unacceptable to you for any other reason. The Security Deposit (if any) provided above is non-interest bearing and is to secure your performance under this EFA. The Security Deposit (if any) made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the Security Deposit to its full amount as set forth above. We may commingle the Security Deposit with other funds. If all conditions herein are fully complied with and provided you have not ever been in default of EFA, the Security Deposit will be refunded to you upon receipt of all payments due.

GRANT OF SECURITY INTEREST. You hereby grant us a perfected, first priority purchase money security interest in the Equipment, all accession and additions thereto, replacements, repairs, upgrades or substitutions thereof, and all proceeds to secure all of your obligations under this EFA and all other obligations to us or our assigns now existing or hereinafter created. You authorize us to record a UCC-1 financing statement or similar instrument electronically or otherwise to show our interest in the Equipment. You agree to take any other action we request to protect our rights under this EFA from time to time and that we may report a copy of this Agreement as a financing statement. You will provide any landlord or mortgagee waiver we request to protect our interest in the Equipment. You authorize us as your agent and attorney-in-fact to endorse your name to any notes, checks, or other instruments for the payment of money relating to the Equipment (including insurance).

DISCLAIMER OF WARRANTIES AND CLAIMS. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO ANY MATTER WHATSOEVER INCLUDING THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE THE EQUIPMENT. All references to "Equipment" shall include software and/or software licenses. Debtor understands that supplier may retain title to anything described as software or software licenses. Debtor acknowledges receiving a copy of any software license agreements and agrees to be bound by the terms and conditions of such licenses. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND WE EXPRESSLY DISCLAIM ANY WARRANTY THAT NO PERSON HOLDS A CLAIM TO OR INTEREST IN ANY SOFTWARE OR LICENSE (NOT ARISING SOLELY FROM ANY ACT OR OMISSION BY LENDER) THAT WILL INTERFERE WITH DEBTOR'S ENJOYMENT OF ITS INTEREST IN THE LICENSE OR SOFTWARE. This EFA is irrevocable and may not be terminated by Debtor during the Term hereof for any reason whatsoever. **Your obligation to pay all amounts hereunder is non-cancellable, absolute, and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, even if the Equipment is damaged, destroyed or defective.** You acknowledge you selected the Equipment and the supplier and your supplier is not our agent, nor are we their agent. You acknowledge that no one, including the supplier, has been authorized to waive or change any term or condition of this EFA. No representation by the supplier as to any matter shall bind us or affect your duty to pay all amounts and perform all obligations hereunder. You will continue to make all payments under this EFA regardless of any claim or complaint against the supplier. You will use the Equipment for commercial purposes only, in compliance with the law and not for any personal, family or household use.

EQUIPMENT. You will not modify or change the location of the Equipment without our proper consent and allow us to inspect it upon our request. At your expense, you will maintain the Equipment in good operating condition and repair. You will keep the Equipment free and clear of all liens and encumbrances.



EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/2/2021

Titled Equipment will be titled and/or registered as we direct. You are the owner of the Equipment and you are responsible for any damage or destruction to the Equipment. No such damage or destruction relieves you from the payment obligations under this EFA. You will promptly notify us in writing of any damage or destruction to the Equipment and you will, at our election, repair the Equipment at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term, discounted at the lower of 3% or the then current discount rate of the Federal Reserve Bank of Atlanta as calculated by us.

FEES AND TAXES. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Equipment ("Taxes") and reimburse us for those Taxes we pay on your behalf. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You also acknowledge that in addition to the other obligations due under this EFA, we may assess and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs, they may also include a profit.

INSURANCE. During the Term, you will maintain insurance in an amount not less than the replacement cost of the Equipment, as well as, commercial general liability and other forms of insurance, in each case with insurers reasonably acceptable to the Creditor, naming us loss payee and additional insured. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge. At our option, in lieu of obtaining or continuing insurance, we may require you to pay a monthly additional fee, which, on an annual basis, will not exceed two percent (2%) of the cost of the Equipment. This fee is not calculated with reference to additional risk nor constitutes additional profit for us, but represents the basis on which we are willing to forebear from exercising remedies and continue this EFA without required insurance. You will receive no insurance coverage and will not be released from any obligation under this EFA. **WE ARE NOT SELLING INSURANCE.** We will cease charging the additional fee or billing for insurance 30 days after you provide satisfactory proof of insurance and compliance with this section.

DEBTOR INDEMNIFICATION. You hereby agree to defend, indemnify and hold us and our agents, successors, assignees and employees harmless from any and all liability, damage, penalty, claims, actions, expenses, disbursements or loss, including attorneys' fees and court costs, arising out of or relating to this EFA, liabilities you have assumed hereunder, and the purchase, sale, financing, ownership, selection, installation, design, licensing, possession, operation, control, use, maintenance, servicing, repair, storage, shipment, transportation or delivery of the Equipment. The indemnities contained herein shall survive the expiration or other termination of this EFA.

DEFAULT AND REMEDIES. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due; (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under any federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for all or substantially all of your assets; (iii) you breach any other obligation contained in this EFA; (iv) you are in default under any other loan or finance agreement or lease or any other agreement, whether presently or hereafter held by us or our assignee; (v) a writ or order of attachment or execution or other legal process is levied on or charged against the Equipment which is not released or satisfied within 10 days; (vi) you consolidate with merge into, transfers all or substantially all of your assets, or have a change of control, to or with, another entity or individual; (vii) any statement, representation or warranty, whenever made, by or on behalf of you to us or our assigns was false or misleading when made; (viii) you give us, in our opinion, reasonable cause to doubt your willingness or ability to fully perform any of your obligations to us; or (ix) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any of the following: (a) terminate this EFA; (b) foreclose on our security interest and require you to immediately turn over the Equipment to us, or we may peaceably repossess the same without liability for trespass, and upon receipt of the Equipment, sell the Equipment at terms we determine at one or more private sales, and apply the net proceeds (after deducting any related expenses) to your payment obligations, and you will remain liable for any deficiency with any excess being retained by us; (c) declare all sums due and to become due hereunder immediately due and payable, all future Payments discounted at the lower of three percent (3%) or the then-current discount rate of the Federal Reserve Bank of Atlanta as calculated by us, plus interest thereafter at a rate of eight percent (8%) per annum, plus any other sums and/or damages; (d) sell, dispose of, hold, or lease the Equipment; (e) exercise any other right or remedy which may be available to us under applicable law, including, but not limited to rights and remedies available under Article 9 of the UCC. You shall reimburse us for all costs we incur in enforcing our rights (including our attorneys' fees) and costs of repossession, repair, storage and remarketing of the Equipment. A waiver of default will not be a waiver of any other subsequent default. Any delay or failure to enforce our rights under this EFA does not prevent us from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy.

GENERAL. This EFA will be deemed fully executed and performed in the state of Georgia or the state of our assignee's principal place of business as this EFA may be assigned from time to time pursuant to this section. This EFA shall be governed and construed under the laws of the State of Georgia (GA) or the laws of the state of our assignee's principal place of business, without reference to its principle of conflicts of laws. You submit to the jurisdiction of GA or the state of our assignee's principal place of business, and agree that the state and federal courts sitting in GA or any state or federal court sitting in the state of our assignee's principal place of business shall have the exclusive jurisdiction over any action or proceeding to enforce this EFA or any action or proceeding arising under this EFA. You waive any objection based upon improper venue and/or forum non-conveniens. You agree that we will not be responsible to pay you any consequential or incidental damages for any default by us under this EFA. **You will not assign your rights under this EFA, or permit the Equipment to be used by anyone but you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now but they do not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us.** This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. Failure of Creditor to demand due performance of any provision of this EFA shall not be deemed a waiver thereof, and Creditor may demand such performance at any time. If any provision of this EFA is invalidated by a court, all other provisions shall remain in effect. You will promptly execute and deliver to us such further documents and take such further actions as we may request in order to carry out more effectively the intent and purpose of this EFA. You represent and warrant to us that (i) this EFA constitutes a legal, valid, and binding obligation, enforceable against you in



EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/2/2021

accordance with its terms; (ii) you have the ability to perform all of your obligations under this EFA; and (iii) all information conveyed to us in connection with this EFA and all related documents (collectively with the EFA, the "EFA Documents"), whether by you, a guarantor, a supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts, which together shall be the same instrument. You agree to conduct business with Creditor electronically, which includes receiving and executing the EFA Documents by electronic means. The words "execution," "signed," "signature," and words of like import in or related to any of the EFA Documents and the transactions contemplated hereby (including amendments or other modifications, notices, waivers or consents associated with the EFA Documents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Creditor or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Georgia Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, Creditor is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Creditor pursuant to procedures approved by it. A copy of this EFA (whether delivered by facsimile, in portable document format (PDF) or otherwise) shall be deemed an original for all purposes. All fees may not only cover our costs but may include a profit. As long as you are not in default under this EFA, you may repay this EFA by paying an amount equal to the sum of any and all remaining Payments and any and all other fees currently due and payable, including but not limited to any prepayment fees and/or taxes. If Debtor constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor or Creditor (as the case may be) at its address set for above, or such other address given to the sender by written notice.

By signing below, Debtor hereby certifies that you have reviewed and agree to all the terms and conditions contained in this EFA, irrevocably accepts the Equipment under the EFA, and irrevocably authorizes Creditor to pay the supplier on behalf of the Debtor. The person executing this EFA is authorized to do so, making this EFA the valid binding act of the Debtor.

Debtor Name: IYS VENTURES, LLC

Accepted by PATRIOT CAPITAL CORPORATION

DocuSigned by:
By:
CB44BBB35FA24C2...

DocuSigned by:
By:
DD7D3CD64A08495...

Print Name and Title: MUWAFK RIZEK - PRESIDENT

Print Name and Title: Toby Evans Vice President

Date: 8/11/2021

Date: 8/12/2021

Federal Tax ID: [REDACTED]

INTERIM PAYMENT ACKNOWLEDGEMENT

This purpose of this section is to summarize the topic of the Interim Payment (as defined above in the EFA). As stated within the AGREEMENT section of the EFA, you agree to pay us or our assignees the Interim Payments in the amount equal to 1/30 of the Monthly payment multiplied by the number of days lapsing between the date on which payment is made to supplier (either partial or full) and the agreed upon first Due Date.

I acknowledge that I have read and understand both the EFA and this Interim Payment Acknowledgement and agree to all terms and conditions herein and will pay any billed Interim Payment.

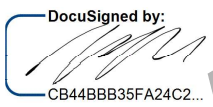
DocuSigned by:
By:
CB44BBB35FA24C2...

Print Name and Title: MUWAFK RIZEK - PRESIDENT

**EQUIPMENT FINANCE AGREEMENT (this or the "EFA")**EFA No.: [REDACTED] Date: 8/2/2021**STATEMENT OF AUTHORITY****CORPORATE, LIMITED LIABILITY COMPANY, OR PARTNERSHIP STATEMENT OF AUTHORITY**


This Statement of Authority is executed pursuant to the Business Corporations Act, Limited Liability Company Act, Partnership Act (as the case may be) of the state of **IL** (insert the State of incorporation or registration) regarding **IYS VENTURES, LLC** (insert the name of Debtor) (the "Company" or the "Partnership").

The following persons are the Directors or Officers of the Company, the Members, Managers or Officers of the Company, or the General Partners of the Partnership (as the case may be) and have full power and authority to act on behalf of the Company or Partnership (as the case may be) and execute all instruments on behalf of the Company or Partnership (as the case may be) and to any contract, including, but not limited to, this Equipment Finance Agreement.

Print Name	Title	Signature
MUWAFK RIZEK	PRESIDENT	 DocuSigned by: X CB44BBB35FA24C2...

The authority of the foregoing persons to bind the Company or the Partnership (as the case may be) is not limited.

Debtor Name: IYS VENTURES, LLC

DocuSigned by:

By: CB44BBB35FA24C2...

Print Name and Title: MUWAFK RIZEK - PRESIDENT**Date:** 8/11/2021



EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/30/2021

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

Creditor ("we," "us" and "our"): PATRIOT CAPITAL CORPORATION 3565 PIEDMONT ROAD NE BUILDING 1, SUITE 430 ATLANTA, GA 30305	Debtor ("you" or "your"): IYS VENTURES, LLC 15416 S 70TH CT ORLAND PARK, IL 60462		
Equipment Supplier: See attached Schedule A Equipment Location: See attached Schedule A	Financed Equipment Description ("Equipment"): See Schedule A attached hereto and incorporated herein by this reference.		
Advanced Payment (if any): \$16,614.54 Security Deposit (if any): \$0 AMOUNT FINANCED: \$272,183.89	<table border="1"> <tr> <td data-bbox="678 464 1138 575"> Monthly Installment Payment (each a "Payment" or collectively the "Payments"): \$8,307.27 </td><td data-bbox="1138 464 1421 575"> Term: 36 (Months) </td></tr> </table>	Monthly Installment Payment (each a "Payment" or collectively the "Payments"): \$8,307.27	Term: 36 (Months)
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GRANT OF SECURITY INTEREST. You hereby grant us a perfected, first-priority purchase money security interest in the Equipment, all accession and additions thereto, replacements, repairs, upgrades or substitutions thereof, and all proceeds to secure all of your obligations under this EFA and all other obligations to us or our assigns now existing or hereinafter created. You authorize us to record a UCC-1 financing statement or similar instrument electronically or otherwise to show our interest in the Equipment. You agree to take any other action we request to protect our rights under this EFA from time to time and that we may report a copy of this Agreement as a financing statement. You will provide any landlord or mortgagee waiver we request to protect our interest in the Equipment. You authorize us as your agent and attorney-in-fact to endorse your name to any notes, checks, or other instruments for the payment of money relating to the Equipment (including insurance).

DISCLAIMER OF WARRANTIES AND CLAIMS. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO ANY MATTER WHATSOEVER INCLUDING THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE THE EQUIPMENT. All references to "Equipment" shall include software and/or software licenses. Debtor understands that supplier may retain title to anything described as software or software licenses. Debtor acknowledges receiving a copy of any software license agreements and agrees to be bound by the terms and conditions of such licenses. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND WE EXPRESSLY DISCLAIM ANY WARRANTY THAT NO PERSON HOLDS A CLAIM TO OR INTEREST IN ANY SOFTWARE OR LICENSE (NOT ARISING SOLELY FROM ANY ACT OR OMISSION BY LENDER) THAT WILL INTERFERE WITH DEBTOR'S ENJOYMENT OF ITS INTEREST IN THE LICENSE OR SOFTWARE. This EFA is irrevocable and may not be terminated by Debtor during the Term hereof for any reason whatsoever. **Your obligation to pay all amounts hereunder is non-cancellable, absolute, and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, even if the Equipment is damaged, destroyed or defective.** You acknowledge you selected the Equipment and the supplier and your supplier is not our agent, nor are we their agent. You acknowledge that no one, including the supplier, has been authorized to waive or change any term or condition of this EFA. No representation by the supplier as to any matter shall bind us or affect your duty to pay all amounts and perform all obligations hereunder. You will continue to make all payments under this EFA regardless of any claim or complaint against the supplier. You will use the Equipment for commercial purposes only, in compliance with the law and not for any personal, family or household use.

EQUIPMENT. You will not modify or change the location of the Equipment without our proper consent and allow us to inspect it upon our request. At your expense, you will maintain the Equipment in good operating condition and repair. You will keep the Equipment free and clear of all liens and encumbrances.



THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/30/2021

Titled Equipment will be titled and/or registered as we direct. You are the owner of the Equipment and you are responsible for any damage or destruction to the Equipment. No such damage or destruction relieves you from the payment obligations under this EFA. You will promptly notify us in writing of any damage or destruction to the Equipment and you will, at our election, repair the Equipment at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term, discounted at the lower of 3% or the then current discount rate of the Federal Reserve Bank of Atlanta as calculated by us.

FEES AND TAXES. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Equipment ("Taxes") and reimburse us for those Taxes we pay on your behalf. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You also acknowledge that in addition to the other obligations due under this EFA, we may assess and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs, they may also include a profit.

INSURANCE. During the Term, you will maintain insurance in an amount not less than the replacement cost of the Equipment, as well as, commercial general liability and other forms of insurance, in each case with insurers reasonably acceptable to the Creditor, naming us loss payee and additional insured. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge. At our option, in lieu of obtaining or continuing insurance, we may require you to pay a monthly additional fee, which, on an annual basis, will not exceed two percent (2%) of the cost of the Equipment. This fee is not calculated with reference to additional risk nor constitutes additional profit for us, but represents the basis on which we are willing to forebear from exercising remedies and continue this EFA without required insurance. You will receive no insurance coverage and will not be released from any obligation under this EFA. **WE ARE NOT SELLING INSURANCE.** We will cease charging the additional fee or billing for insurance 30 days after you provide satisfactory proof of insurance and compliance with this section.

DEBTOR INDEMNIFICATION. You hereby agree to defend, indemnify and hold us and our agents, successors, assignees and employees harmless from any and all liability, damage, penalty, claims, actions, expenses, disbursements or loss, including attorneys' fees and court costs, arising out of or relating to this EFA, liabilities you have assumed hereunder, and the purchase, sale, financing, ownership, selection, installation, design, licensing, possession, operation, control, use, maintenance, servicing, repair, storage, shipment, transportation or delivery of the Equipment. The indemnities contained herein shall survive the expiration or other termination of this EFA.

DEFAULT AND REMEDIES. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due; (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under any federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for all or substantially all of your assets; (iii) you breach any other obligation contained in this EFA; (iv) you are in default under any other loan or finance agreement or lease or any other agreement, whether presently or hereafter held by us or our assignee; (v) a writ or order of attachment or execution or other legal process is levied on or charged against the Equipment which is not released or satisfied within 10 days; (vi) you consolidate with, merge into, transfers all or substantially all of your assets, or have a change of control, to or with, another entity or individual; (vii) any statement, representation or warranty, whenever made, by or on behalf of you to us or our assigns was false or misleading when made; (viii) you give us, in our opinion, reasonable cause to doubt your willingness or ability to fully perform any of your obligations to us; or (ix) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any of the following: (a) terminate this EFA; (b) foreclose on our security interest and require you to immediately turn over the Equipment to us; or we may peaceably repossess the same without liability for trespass, and upon receipt of the Equipment, sell the Equipment at terms we determine at one or more private sales, and apply the net proceeds (after deducting any related expenses) to your payment obligations; and you will remain liable for any deficiency with any excess being retained by us; (c) declare all sums due and to become due hereunder immediately due and payable, all future Payments discounted at the lower of three percent (3%) or the then-current discount rate of the Federal Reserve Bank of Atlanta as calculated by us, plus interest thereafter at a rate of eight percent (8%) per annum, plus any other sums and/or damages; (d) sell, dispose of, hold, or lease the Equipment; (e) exercise any other right or remedy which may be available to us under applicable law, including, but not limited to rights and remedies available under Article 9 of the UCC. You shall reimburse us for all costs we incur in enforcing our rights (including our attorneys' fees) and costs of repossession, repair, storage and remarketing of the Equipment. A waiver of default will not be a waiver of any other subsequent default. Any delay or failure to enforce our rights under this EFA does not prevent us from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy.

GENERAL. This EFA will be deemed fully executed and performed in the state of Georgia or the state of our assignee's principal place of business as this EFA may be assigned from time to time pursuant to this section. This EFA shall be governed and construed under the laws of the State of Georgia (GA) or the laws of the state of our assignee's principal place of business, without reference to its principle of conflicts of laws. You submit to the jurisdiction of GA or the state of our assignee's principal place of business, and agree that the state and federal courts sitting in GA or any state or federal court sitting in the state of our assignee's principal place of business shall have the exclusive jurisdiction over any action or proceeding to enforce this EFA or any action or proceeding arising under this EFA. You waive any objection based upon improper venue and/or forum non-conveniens. You agree that we will not be responsible to pay you any consequential or incidental damages for any default by us under this EFA. **You will not assign your rights under this EFA, or permit the Equipment to be used by anyone but you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now but they do not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us.** This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. Failure of Creditor to demand due performance of any provision of this EFA shall not be deemed a waiver thereof, and Creditor may demand such performance at any time. If any provision of this EFA is invalidated by a court, all other provisions shall remain in effect. You will promptly execute and deliver to us such further documents and take such further actions as we may request in order to carry out more effectively the intent and purpose of this EFA. You represent and warrant to us that (i) this EFA constitutes a legal, valid, and binding obligation, enforceable against you in



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EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/30/2021

accordance with its terms; (ii) you have the ability to perform all of your obligations under this EFA; and (iii) all information conveyed to us in connection with this EFA and all related documents (collectively with the EFA, the "EFA Documents"), whether by you, a guarantor, a supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts, which together shall be the same instrument. You agree to conduct business with Creditor electronically, which includes receiving and executing the EFA Documents by electronic means. The words "execution," "signed," "signature," and words of like import in or related to any of the EFA Documents and the transactions contemplated hereby (including amendments or other modifications, notices, waivers or consents associated with the EFA Documents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Creditor or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Georgia Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, Creditor is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Creditor pursuant to procedures approved by it. A copy of this EFA (whether delivered by facsimile, in portable document format (PDF) or otherwise) shall be deemed an original for all purposes. All fees may not only cover our costs but may include a profit. As long as you are not in default under this EFA, you may repay this EFA by paying an amount equal to the sum of any and all remaining Payments and any and all other fees currently due and payable, including but not limited to any prepayment fees and/or taxes. If Debtor constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor or Creditor (as the case may be) at its address set for above, or such other address given to the sender by written notice.

By signing below, Debtor hereby certifies that you have reviewed and agree to all the terms and conditions contained in this EFA, irrevocably accepts the Equipment under the EFA, and irrevocably authorizes Creditor to pay the supplier on behalf of the Debtor. The person executing this EFA is authorized to do so, making this EFA the valid binding act of the Debtor.

Debtor Name: IYS VENTURES, LLC

Accepted by PATRIOT CAPITAL CORPORATION

DocuSigned by:
By: [Signature]
CB44BBB35FA24C2...

DocuSigned by:
By: Sean Hardin
38851BB80A8B474...

Print Name and Title: MUWAFK RIZEK - MANAGING MEMBER

Print Name and Title: Sean Hardin EVP

Date: 8/30/2021

Date: 8/30/2021

Federal Tax ID: [REDACTED]

INTERIM PAYMENT ACKNOWLEDGEMENT

This purpose of this section is to summarize the topic of the Interim Payment (as defined above in the EFA). As stated within the AGREEMENT section of the EFA, you agree to pay us or our assignees the Interim Payments in the amount equal to 1/30 of the monthly payment multiplied by the number of days lapsing between the date on which payment is made to supplier (either partial or full) and the agreed upon first Due Date.

I acknowledge that I have read and understand both the EFA and this Interim Payment Acknowledgement and agree to all terms and conditions herein and will pay any billed Interim Payment.

DocuSigned by:
By: [Signature]
CB44BBB35FA24C2...

Print Name and Title: MUWAFK RIZEK - MANAGING MEMBER



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EQUIPMENT FINANCE AGREEMENT (this or the "EFA")

EFA No.: [REDACTED] Date: 8/30/2021

STATEMENT OF AUTHORITY

CORPORATE, LIMITED LIABILITY COMPANY, OR PARTNERSHIP STATEMENT OF AUTHORITY

This Statement of Authority is executed pursuant to the Business Corporations Act, Limited Liability Company Act, Partnership Act (as the case may be) of the state of IL (Insert the State of Incorporation or registration) regarding IYS VENTURES, LLC (insert the name of Debtor) (the "Company" or the "Partnership").

The following persons are the Directors or Officers of the Company, the Members, Managers or Officers of the Company, or the General Partners of the Partnership (as the case may be) and have full power and authority to act on behalf of the Company or Partnership (as the case may be) and execute all instruments on behalf of the Company or Partnership (as the case may be) and to any contract, including, but not limited to, this Equipment Finance Agreement.

Print Name	Title	Signature
MUWAFAK RIZEK	MANAGING MEMBER	<div>DocuSigned by:</div> <div>X </div> <div>CB44BBB35FA24C2...</div>

The authority of the foregoing persons to bind the Company or the Partnership (as the case may be) is not limited.

Debtor Name: IYS VENTURES, LLC

DocuSigned by:

By:

CB44BBB35FA24C2...

Print Name and Title: MUWAFAK RIZEK - MANAGING MEMBER

Date: 8/30/2021

EXHIBIT 2
UCC FILINGS

RECEIVED
SECRETARY OF STATE
UNIFORM COMMERCIAL CODE

2021 SEP -1 AM 8:04

UCU109/01/21:01:9320:

20.00 NU

SQSIL 08:40 27634281 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO (Name and Address) 2175 82772 - 8/31/2021 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	
Filed In: Illinois (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME IYS Ventures, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	15416 South 70th Court	CITY Orland Park	STATE IL	POSTAL CODE 60462	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME The Huntington National Bank					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	1405 Xenium Lane North (PCC 180)	CITY Plymouth	STATE MN	POSTAL CODE 55441	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All equipment, inventory, software and other personal property described on the Equipment List or Invoice(s) attached to this financing statement (the "Property"), together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, all modifications, additions and replacements thereto and any substitutions therefor; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom. The collateral described in this financing statement is within the scope of Article 9 of the Uniform Commercial Code as adopted in the State where it is filed.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: 001-0846217-501 :app 456404

2175 82772

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SCHEDULE A

EFA No.: 456404 Date: 8/30/2021

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #456404 dated August 30, 2021, between as ("Debtor") IYS VENTURES, LLC and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER – DESCRIPTION OF THE EQUIPMENT**EQUIPMENT LOCATION:** 1001 W IRVING PARK RD, ELGIN, IL 60120**SUPPLIER:** B&K EQUIPMENT - 2939 E 175TH ST, LANSING, IL 60438**SUPPLIER:** MINNESOTA PETROLEUM SERVICE, INC. - 682 39TH AVE. NE, MINNEAPOLIS, MN 55421**EQUIPMENT DESCRIPTION:** All equipment and attachments referenced in Quote:**B&K EQUIPMENT QUOTE #0000417665 DATED: 8/18/2021****VERIFICATION**

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: IYS VENTURES, LLC

DocuSigned by:

CB4489836A24C2...

SIGNATURE: MUWATAK RIZEK**MANAGING MEMBER****TITLE:****8/30/2021****DATE:****NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.**

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2939 S 175th St, Lansing, IL 60438

Tel 708-474-3344 Fax 708-474-33

www.bkequip.com

QUOTE # 0000417665

To: MARATHON
1001 W IRVING PARK
STREAMWOOD, IL 60120

Prepared By: Michael Devries
mike@bkequip.com
708-269-7379

Date: 8/18/2021

Attn: Muwafak (Moe) Rizek

Quantity	Description	Each	Total
2.00	Wayne Ovation2 B12/3, E25/B20 Compatibility, 3+0 product blender (Marathon - CAP) Single hose outlet per side, EMV Card Reader, iX EPP Keypads InOvation TV Media platform with 10.4" screen and no annual fees* Wayne Tap Contactless NFC Reader for Mobile Payments/Wallets Junction Box, Speaker in dispenser, Valance	13,809.00	27,618.00
2.00	Wayne Ovation2 B23/4, E25/B20 Compatibility, 3+1 diesel product (Marathon - CAP) Dual hose outlet per side, EMV Card Reader, iX EPP Keypads InOvation TV Media platform with 10.4" screen and no annual fees* Wayne Tap Contactless NFC Reader for Mobile Payments/Wallets Junction Box, Speaker in dispenser, Valance	14,875.00	29,750.00
8.00	Sets of standard hoses, nozzles, breakaway's & swivels (Black, UNL)	215.00	1,720.00
4.00	Sets of standard hoses, nozzles, breakaway's & swivels (Green, DSL)	215.00	860.00
6.00	Custom Ovation Dispenser Mounting Plate (4 Mounting/2 Covering)	250.00	1,500.00
4.00	Freight	325.00	1,300.00
1.00	Installation - B&K Equipment will remove and dispose of six (6) existing dispensers and install, start-up and purge four (4) refurbished Wayne dispensers using existing piping and conduit. B&K will cover the two (2) island boxes with plates that are not getting new dispensers. (Conduit to be free and clear and re-usable) B&K will upgrade Verifone Commander to the latest EMV software B&K will install customer provided firewall, if necessary	8,200.00	8,200.00
1.00	Calibration	600.00	600.00

TERMS:

Upon acceptance of this proposal, a deposit of \$40,000 is due as a down payment.
Remainder of equipment, tax & freight due upon shipment from manufacturer(s).
Installation costs due one (1) week prior to installation.

Notes:

- Proposal is good for 30 days.
- Proposal does not include any product removal from tank, tank cleaning or underground piping work.
- Proposal does not include any island, dispenser sump, or shear valve remediation.
- Extended network troubleshooting are not included in this proposal and will be charged as time and material.
- Any wire pull, additional electrical services, and/or troubleshooting out of the normal scope of installation, will be charged on a time and material basis.
- Manufacturer will invoice B & K Equipment upon shipment of equipment.
- If remainder of invoice is not paid in full within 10 days of receipt of equipment in our warehouse, it will be returned to manufacturer, and the customer will forfeit their deposit and pay the restocking charge.
- Invoice will arrive in advance of equipment receipt in our warehouse.
- All prices are subject to applicable tax or surcharge.
- *Valid InOvation TV Media Agreement must be signed by dealer prior to dispensers being ordered.
- Two year parts and labor warranty on dispensers.
- Delivery of equipment is estimated at 4-6 weeks.

Subtotal: \$71,548.00
SC/ST: \$4,608.60
Total Proposal: \$76,156.60

SIGNED:

ACCEPTED:

DATE:

I have examined this proposal and agree to the items or specifications above along with the terms and conditions as detailed on the reverse.

Petroleum Industry Sales, Service and Installation

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SCHEDULE A

EFA No.: 456404 Date: 8/30/2021

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #456404 dated August 30, 2021, between as ("Debtor") IYS VENTURES, LLC and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER - DESCRIPTION OF THE EQUIPMENT**EQUIPMENT LOCATION:** 304 E. COLLEGE DRIVE, MARSHALL, MN 56258**SUPPLIER:** B&K EQUIPMENT - 2939 E 175TH ST, LANSING, IL 60438**SUPPLIER:** MINNESOTA PETROLEUM SERVICE, INC. - 682 39TH AVE. NE, MINNEAPOLIS, MN 55421**EQUIPMENT DESCRIPTION:** All equipment and attachments referenced in Proposal:
MINNESOTA PETROLEUM SERVICE QUOTE/PROPOSAL #MN004, DATED: 8/11/2021**VERIFICATION**

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: IYS VENTURES, LLC


CB44B8B36FA24C2...

SIGNATURE: MUWAFAK RIZEK

MANAGING MEMBER

TITLE:

8/30/2021

DATE:

NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.

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Minnesota Petroleum Service

682 39th Avenue NE

Columbia Heights, MN 55421

Phone: 763-780-5191 Fax: 763-780-5472

Contact: Dave Salwasser, Cell: 612-840-6630

www.mnpetro.com



Proposal

Date:	August 11, 2021
Valid Until	December 1, 2021
Quote #:	Revised for Price Increase

Job Site Address & Project Description
Freedom - MN0004, 304 E Collage Dr, Marshall, MN 56258
Dispenser Replacement

Customer
Lys Ventures Inart Stores
(Cross America Partners Pricing)
15416 S 70th Ct, Orland Park, IL 60462
Moe (716-417-1144)
moeizek@gmail.com

Part Number

Equipment / Materials

Quantity

Price

Total

B23/4	Wayne Ovation2 Blender Dispenser 2-hoses per side, 3-inlet 82/93-DSL 4-grades 87/89/93-D-500 Includes IX Pay Secure Payment Platform with Encrypted Pin Pads and Secure BMW Honda Ford Readers, IOTV Media Package with 10.4" color screens, media speaker, and 1-year warranty on media components, Wayne TAP Contactless/NFC reader, Junction Box, Secure Door Locks, Graphics, 2-year warranty on hydraulics, electronics, and printers. (Cross America Partners Pricing) NOTE - does not include the BP Valance. Those must be ordered through the BP jobber and will be extra.	4	\$ 13,959.00	\$ 55,836.00
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	Dispenser Freight	4	\$ 325.00	\$ 1,300.00
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	AvalAN wireless in-dispenser antenna for EMV/Media communication	4	\$ 658.00	\$ 2,632.00
--	--	---	-----------	-------------

	AvalAN wireless in-store radio & external antenna for EMV/Media communication	1	\$ 754.00	\$ 754.00
--	---	---	-----------	-----------

	Misc Steel Fittings for dispenser swapouts	4	\$ 175.00	\$ 700.00
--	--	---	-----------	-----------

	OPW Nozzleless Swivel Breakaway/Splashguard Kits (Cross America Partners Pricing)	16	\$ 167.05	\$ 2,672.00
--	---	----	-----------	-------------

Subtotal	\$63,894.00
County	Lyon
Sales Tax Rate	7.375%
Sales Tax	\$4,712.18
Equipment Total	\$68,606.18

Labor

Estimated Scope of Work

Quantity

Price

function and Service Travel. Mileage, Mobilization - NOTE Marshall, Mitchell, and Watertown to be in the same trip. Includes Hotel and Per Diem for 3 nights, for 3 guys

needs to change from the Freedom network to the a different network (Ahmed, BR, Marathon, etc.) 1998.00 for that labor to download that network software to the existing ROS. We will need network sheets, Merchant ID numbers, and all related network paperwork. NOTE - the site will be down for 4-5 hours.

Connect 3 dispensers. Connect 3 new Ovaton2 dispensers using existing wiring and conduits. Install 1 new Avalon antenna. NOTE - does not include pulling new dispenser wiring, new e-stop systems, or new town switches. Those will be extra if required. Includes travel. Based on doing Marshall, Mitchell, and town on the same trip.

Dispenser Payment Terms - a 50% down payment invoice on dispenser's only will be sent out upon order. The remaining dispenser 50% will be billed out upon shipment. The rest of the project will be paid Net 30 Days upon job completion. NOTE - if any island replacement or re-routing of piping requested it will require new dispenser sumps and possibly new tank sumps. Pricing will be added upon request.

ons

all it to the provided address

erves the right to remove any and all equipment supplied or installed, should final and full payment not be received. Payment Terms - Net 30 Days. 25% down, payment required to order equipment.

ditional services or unforeseen issues will require pricing and negotiation in good faith by both parties.

La

TOTAL EQUIPMENT

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SCHEDULE A

EFA No.: 456404 Date: 8/30/2021

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #456404 dated August 30, 2021, between as ("Debtor") IYS VENTURES, LLC and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER – DESCRIPTION OF THE EQUIPMENT

EQUIPMENT LOCATION: 1715 US ROUTE 41, SCHERERVILLE, IN 46375

SUPPLIER: B&K EQUIPMENT - 2939 E 175TH ST, LANSING, IL 60438

SUPPLIER: MINNESOTA PETROLEUM SERVICE, INC. - 682 39TH AVE. NE, MINNEAPOLIS, MN 55421

EQUIPMENT DESCRIPTION: All equipment and attachments referenced in Quote:

B&K EQUIPMENT QUOTE #0000417690, DATED: 8/18/2021

VERIFICATION

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: IYS VENTURES, LLC

DocuSigned by

 CB44B8B35FA24C2...

SIGNATURE: MUWAFAK RIZEK

MANAGING MEMBER

TITLE:

8/30/2021

DATE:

NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.

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2939 S. State St. Lansing, IL 60438

Tel: 708-474-3344 Fax: 708-474-33

www.bkequip.com

QUOTE # 0000417690



To: BP
1715 US ROUTE 41
SCHERERVILLE IN 46375

Prepared By: Steve Lane
steve.lane@bkequip.com
708-735-0205

Date: 8/18/2021

UCU109/01/21:01:9320:

20.00 MU

SUSIL 08:40 27634281 FS

Attn: Muwafak (Moe) Rizek

Quantity	Description	Each	Total
7.00	Wayne Ovation2 B12/3, E25/B20 Compatibility, 3+0 product blender (BP - CAP) Single hose outlet per side, EMV Card Reader, IX EPP Keypads InOvation TV Media platform with 10.4" screen and no annual fees* Wayne-Tap Contactless NFC Reader for Mobile Payments/Wallets Junction Box, Speaker in dispenser, No Valance	13,809.00	96,663.00
14.00	Sets of standard hoses, nozzles, breakaway's & swivels (Black, UNL)	215.00	3,010.00
7.00	Freight	325.00	2,275.00
1.00	Installation - B&K Equipment will remove and dispose of seven (7) existing dispensers and install, set-up and purge seven (7) new Wayne dispensers using existing piping and conduit (Conduit to be free and clear and re-usable) B&K will upgrade Verifone Commander to the latest OEMV software B&K will install customer provided Firewall (if necessary)	8,200.00	8,200.00
1.00	Calibration	600.00	600.00

TERMS:

Upon acceptance of this proposal, a deposit of \$60,000 is due as a down payment.
Remainder of equipment, tax & freight due upon shipment from manufacturer(s).
Installation costs due one (1) week prior to installation.

Notes:

- Proposal is good for 30 days.
- Site has Hunter Islands - any alteration or damage to islands during installation will not be the responsibility of B&K.
- Site will reuse existing valances.
- Proposal does not include any product removal from tank, tank cleaning or underground piping work.
- Proposal does not include any island, dispenser sump, or shear valve remediation.
- Any extended network troubleshooting are not included in this proposal and will be charged as time and material.
- Any wire pull, additional electrical services, and/or troubleshooting out of the normal scope of installation will be charged on a time and material basis.
- Manufacturer will invoice B & K Equipment upon shipment of equipment.
- If remainder of invoice is not paid in full within 10 days of receipt of equipment in our warehouse, it will be returned to manufacturer, and the customer will forfeit their deposit and pay the restocking charge.
- Invoice will arrive in advance of equipment receipt in our warehouse.
- All prices are subject to applicable tax or surcharge.
- *Valid InOvation TV Media Agreement must be signed by dealer prior to dispensers being ordered.
- Two year parts and labor warranty on dispensers.
- Delivery of equipment is estimated at 4-6 weeks.

Subtotal: \$110,748.00

SC/ST: \$6,977.11

Total Proposal: \$117,725.11

SIGNED:

ACCEPTED:

DATE:

I have examined this proposal and agree to the items or specifications above along with the terms and conditions as detailed on the reverse.

Petroleum Industry Sales, Service and Installation

RECEIVED
SECRETARY OF STATE
UNIFORM COMMERCIAL CODE

2021 AUG 16 AM 8:12

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

UCU108/16/21:01:7922:

20.00 MU

SOSIL 08:38 27571883 FS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2164 81835 - 8/12/2021 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Illinois (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME IYS Ventures, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 15416 South 70th Court		CITY Orland Park	STATE IL	POSTAL CODE 60462	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME The Huntington National Bank					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 11100 Wayzata Blvd. Ste 801		CITY Minnetonka	STATE MN	POSTAL CODE 55305	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All equipment, inventory, software and other personal property described on the Equipment List or Invoice(s) attached to this financing statement (the "Property"), together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, all modifications, additions and replacements thereto and any substitutions therefor; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom. The collateral described in this financing statement is within the scope of Article 9 of the Uniform Commercial Code as adopted in the State where it is filed.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA: 001-0846217-500 :app 452862

2164 81835

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This is a copy view of the Authoritative Copy held by the designated custodian

SCHEDULE AEFA No.: 452862 Date: 8/2/2021

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #452862 dated August 2, 2021, between as ("Debtor") IYS VENTURES, LLC and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER – DESCRIPTION OF THE EQUIPMENT**EQUIPMENT LOCATION:** 9171 UNION CENTRE BLVD, WEST CHESTER, OH 45069**SUPPLIER:** ENVIRONMENTAL COMPLIANCE TECHNOLOGIES - 13953 PROGRESS PARKWAY, NORTH ROYALTON, OH 44133**EQUIPMENT DESCRIPTION:** All equipment and attachments referenced in Quote:**ENVIRONMENTAL COMPLIANCE TECHNOLOGIES – QUOTE #072021-AM2 DATED: 7/20/2021****VERIFICATION**

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: IYS VENTURES, LLCA DocuSign electronic signature of Muwafak Rizek, showing a stylized signature in blue ink over a white background with a black border. The text "DocuSigned by:" is visible above the signature, and a long alphanumeric string "CB44BBB35FA24C2..." is visible below it.
CB44BBB35FA24C2...**SIGNATURE: MUWAFK RIZEK****PRESIDENT****TITLE:****8/11/2021****DATE:****NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.**

**THIS IS A COPY**

This is a copy view of the Authoritative Copy held by the designated custodian

SCHEDULE AEFA No.: 452862 Date: 8/2/2021

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #452862 dated August 2, 2021, between as ("Debtor") IYS VENTURES, LLC and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER – DESCRIPTION OF THE EQUIPMENT**EQUIPMENT LOCATION:** 30812 DETROIT RD, WESTLAKE, OH 44145**SUPPLIER:** ENVIRONMENTAL COMPLIANCE TECHNOLOGIES - 13953 PROGRESS PARKWAY, NORTH ROYALTON, OH 44133**EQUIPMENT DESCRIPTION:** All equipment and attachments referenced in Quote:

ENVIRONMENTAL COMPLIANCE TECHNOLOGIES – QUOTE #072021-AM DATED: 7/20/2021

VERIFICATION

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: IYS VENTURES, LLC


DocuSign
CB44BBB35FA24C2...

SIGNATURE: MUWAFAK RIZEK**PRESIDENT****TITLE:****8/11/2021****DATE:**

NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.

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QUOTE

Environmental Compliance Technologies

Date	Quote #
7/20/2021	072021-AM

Bill To

I MART STORES, LLC- BP
30812 DETROIT AVE.
WESTLAKE, OHIO 44145
ATTN: MOE RIZEK

Description	Qty	Cost	Total
Ovation2 B12/3- 3+0 Blenders, 5.7" Display, iXPay Secure Keypad, iXPay Secure EMV Card Reader-Gen5, J-Box, Speaker, Wayne Tap NFC Reader - BP Bright Green Beacon Spec.	8	15,032.16	120,257.28T
WAYNE IOTV MEDIA OPTION: UPGRADE SCREEN TO 10.4" COLOR DISPLAY, MEDIA GATEWAY, WAYNE CONNECT - REQUIRES 6YR CONTRACT FOR IOTV	1	0.00	0.00T
Freight Charge	8	275.00	2,200.00T
INSTALLATION (PLUMBING, ANCHORING, START-UP, PROGRAMMING, AND CALIBRATION)	8	1,500.00	12,000.00T
ELECTRICAL- TERMINATION OF WIRES USING EXISTING CONDUIT AND WIRE- IOTV	8	250.00	2,000.00T
VERIFONE COMMANDER UPGRADE ENABLE OEMV	1	950.00	950.00T
CONDITIONS AND ADDITONS: - EXISTING DISPENSER ISLANDS, IMPACT VALVES, BRACKETS, RELAYS, AND HANGING HARDWARE MUST BE REUSEALBE. - EXISTING ELECTRICAL CONDUITS AND WIRES MUST BE RE-USEABLE. - CUSTOMER MUST HAVE APPROVED MNSP ROUTER, AND MANAGED SWITCH ON SITE PRIOR TO INTALLATION.			
Sales Tax (8.0%)			
Total			

13953 Progress Parkway
North Royalton, Ohio 44133
1-866-870-TEST (8378)

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Environmental Compliance Technologies

QUOTE

Date	Quote #
7/20/2021	072021-AM2

UCU108/16/21:01:7922:

20.00 NU

SOSIL 08:38 27571883 FS

Bill To
IYS- BP 9171 UNION CENTER BLVD. WEST CHESTER TWP., OHIO 45069 MOE RIZEK

Description	Qty	Cost	Total
Gilbarco Encor3 700S, 5.7" Display, EPP, FLEX PAY IV EMV Card Reader system, Speaker, and NFC Reader - BP Bright Green Beacon Spec.	8	18,496.40	147,971.20T
APPLAUSE OPTION: UPGRADE SCREEN TO 10.4" COLOR DISPLAY, AND BCRM	1	0.00	0.00T
Freight Charge	8	275.00	2,200.00T
INSTALLATION (PLUMBING, ANCHORING, START-UP, PROGRAMMING, AND CALIBRATION)	8	1,850.00	14,800.00T
ELECTRICAL- TERMINATION OF WIRES USING EXISTING CONDUIT AND WIRE- APPLAUS	8	2,675.00	21,400.00T
VERIFONE COMMANDER UPGRADE ENABLE OEMV	1	1,275.00	1,275.00T
CONDITIONS AND ADDITIONS: - EXISTING DISPENSER ISLANDS, IMPACT VALVES, BRACKETS, RELAYS, AND HANGING HARDWARE MUST BE REUSEABLE. - EXISTING ELECTRICAL CONDUITS AND WIRES MUST BE RE-USEABLE. - CUSTOMER MUST HAVE APPROVED MNSP ROUTER, AND MANAGED SWITCH ON SITE PRIOR TO INSTALLATION. - EXISTING WAYNE SINGLE PRODCUT DIESEL DISPENSERS WILL REMAIN.			
Sales Tax (8.0%)			
Total			

13953 Progress Parkway
North Royalton, Ohio 44133

1-866-870-TEST (8378)